

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

Cincinnati Insurance Company,	:	Case No. C-1-00-965
	:	
Plaintiff	:	Judge Arthur Spiegel
	:	
v.	:	Magistrate Judge David S. Perelman
	:	
Shantran Logistics, Inc. dba Shan-Tran	:	
Logistics, et al.,	:	REPORT AND RECOMMENDED
	:	DECISION
Defendants	:	

This interpleader action, pending upon plaintiff's second amended complaint (Doc. #36), pertains to an ICC Property Brokers Surety Bond in the sum of \$10,000.00 issued by the plaintiff as surety for defendant Shantran Logistics, Inc.

Named as defendants for the purpose of the interpleader were twenty-five companies which were alleged to have made claims under the bond aggregating in excess of \$10,000.00 (plus John Does which might have claims under the bond not yet asserted).

That pleading also included a Second Claim For Relief against defendant Shantran, Mr. Mike McDevitt and Mr. Victor Bosnich premised upon an indemnity agreement they had executed in conjunction with the application for the bond, seeking judgment against them for any monies paid to claimants against the bond.

The matter is before the court upon plaintiff's "Motion For Default Judgment And Judgment On The Pleadings." Therein plaintiff moved to have judgment entered against all of the interpleader defendants in default of answer, the only such defendant to have filed a formal answer being KP Carriers,

Inc. seeking payment of \$350.00 under the bond. However, plaintiff's counsel, Mr. Jonathan M. Bryan, in a supplement thereto brought to the court's attention that five other interpleader defendants had sent letters to his firm requesting that their claims be honored. Those defendants and the amounts of their claims are:

Triple LLL, Inc.	\$2,550.00
Sievers Truck Service, Inc.	\$1,050.00
Polo Trucking, Inc.	\$ 466.00
Ellis Steel Company, Inc.	\$1,800.00
Specialized Hauling, Inc.	\$ 750.00

Although in the motion these five companies are alluded to as being in default of answer, the letters not having been tendered to the court as a response to the complaint, this Court has spoken with Mr. Bryan and he stated that he would acquiesce in the letters being accepted by the court in lieu of formal pleadings and, based thereon, that those claims be paid from the interpleader deposit.¹

With regard to the indemnity claim, defendants Shantran Logistics, Inc. and Victor W. Bosnich are in default, default judgment should be entered against them in the sum of \$6,966.00, the total of the accepted claims against the bond. As to defendant McDevitt, plaintiff's counsel advises that he will be proceeding against him by way of a motion for summary judgment within the next thirty days.

It is, therefore, recommended that the Judgment Entry appended hereto be adopted.

s/David S. Perelman
DAVID S. PERELMAN
United States Magistrate Judge

DATE: March 11, 2004

¹This Court commends Mr. Bryan, who entered the case during its pendency, not only for his willingness to do the right thing vis-a-vis those parties but also for the manner he has conducted himself since this Court became involved in the case.